LIBEL AND SLANDER — PUBLICATION — BY ONE PARTNER TO ANOTHER. — The defendant uttered to his business associate defamatory matter concerning the plaintiff. *Held*, that there was no publication upon which to found an action. *Kirschenbaum* v. *Kaufmann*, 50 N. Y. L. J. 406 (N. Y. City Ct.).

It is a broad rule of law that defamation communicated to any third person is, without more, a publication. *Snyder* v. *Andrews*, 6 Barb. (N. Y.) 43. And to this proposition there are few exceptions. Defamatory statements made between husband and wife about others, however, constitute one such exception. This is based on the common-law principle that husband and wife are one person. *Sesler* v. *Montgomery*, 78 Cal. 486, 21 Pac. 185; *Wennhak* v. *Morgan*, 20 Q. B. D. 635. A New York decision, moreover, which the principal case professes to follow, holds that the dictation of a business letter by the manager of a corporation to a stenographer in its employ, being in effect but one corporate act, is not a publication. *Owen* v. *Ogilvie Publishing Co.*, 32 N. Y. App. Div. 465; see a criticism of this case in 12 HARV. L. REV. 355. The court in the case last cited intimates that were no corporation involved there might be a publication. And such is the law. *Pullman* v. *Hill*, [1891] 1 Q. B. 524. See *Boxsius* v. *Goblet Frères*, [1894] 1 Q. B. 842, 846; *Gambrill* v. *Schooley*, 93 Md. 48, 61, 48 Atl. 730, 731. See 15 HARV. L. REV. 230. Regardless of the soundness of this distinction, it seems difficult to bring the principal case within it. Individual identity is not lost by entering into partnership. And business relationship would seem preferably a ground for according privilege rather than for denying the existence of a *primâ facie* case. *Lawless* v. *Anglo-Egyptian Cotton & Oil Co.*, L. R. 4 Q. B. 262; *Edmondson* v. *Birch & Co.*, [1907] 1 K. B. 371.

MASTER AND SERVANT — ASSUMPTION OF RISK — EFFECT OF WARNING THAT EMPLOYEES USING ELEVATOR DO SO AT THEIR OWN RISK. — Plaintiff's husband, employed by the defendant, was killed while riding on defendant's freight hoist, which bore a sign: "Dangerous. Keep off. Persons riding this hoist do so at their own risk." The jury were instructed that if they believed from the evidence that the warning was posted for the purpose of evading the master's duty to provide safe appliances, disregarding the warning would not constitute a defense. *Held* that the charge was correct. *Selden-Breck Const. Co. Linnett*, 134 Pac. 956 (Okl.).

A qualified permission, such as in the principal case, is generally held to cast all risk on the one who accepts it. *Burns* v. *Boston Elevated*, 183 Mass. 96, 66 N. E. 418. The court argues that that result does not follow here, because the master was trying to evade his duty to provide safe appliances. It is hard to see why the assumption of risk is not as clear in one case as in the other. Moreover, the evasion of the master's duty does not prevent the employee's assuming the risk when the master tells the servant to accept conditions as they are or leave the employment. *Lamson* v. *American Axe & Tool Co.*, 177 Mass. 144, 58 N. E. 585. But there has grown up in modern law a policy of dealing strictly with employers. In England, indeed, continuing in a business, even where certain dangers are known to exist, is not assumption of risk. *Smith* v. *Baker*, [1891] A. C. 325. In this country an employee is never held to have assumed a risk unless it be shown that he exactly comprehended its nature. *Miner* v. *Franklin County Telephone Co.*, 83 Vt. 311, 75 Atl. 653; *O'Toole* v. *Pruyn*, 201 Mass. 126, 87 N. E. 608, *sub nom. O'Toole* v. *N. E. Gas & Coke Co.* These results seem to show a recognition by the courts that the pressure of economic conditions may destroy an employee's freedom to select the conditions under which he shall work. On this basis the decision in the principal case can be supported.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — EXTRATERRITORIAL EFFECT. — An employee who was insured by his employer under the